

Attachment J-15

Task Order 2 – Implementation (Draft RTP)

In accordance with the Master IDIQ Contract Section H, Task Ordering Procedure, paragraph (c), the following constitutes the Request for Task Order Proposal (RTP) for the Moab RAC's Implementation. The Implementation Task Order covers the estimated 120-day period immediately following the 60-day transition period. The requirements for the Contractor's Task Order proposal are set forth in paragraph (f) of the H clause and additional forthcoming proposal preparation instructions for a cost and fee/profit proposal. The Contractor's Task Order proposal shall utilize the Attachment J-13 "IDIQ Labor Rate Schedule", reconciled for FY 2022 rates. The response time for submitting the Task Order Proposal is [TBD].

****DRAFT RTP – for Informational Purposes Only. A Formal Request for Task Order Proposal for This Scope of Work Will Be Issued to the Moab RAC Contractor during Task Order 1 – Transition****

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Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Moab RAC Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order is included below, consistent with the clause numbering structure established by the Master IDIQ Contract.

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

B.2 Type of Contract

(a) DOE-B-2006 Firm-Fixed-Price Task Order (Oct 2014) (Revised)

- (1) This is a firm-fixed-price Task Order. The Contractor shall provide the following services at the following firm-fixed price:

Table B-1. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Price	PMI Fee	Total
00001	Implementation	FFP	[\$TBD; see DOE-B-2015]	[\$TBD]	[Total Price + PMI Fee]
PMI = Performance Management Incentive CLIN = Contract Line Item Number FFP = Firm Fixed Price					

- (2) Payments of the Task Order's firm-fixed-price will be made in accordance with the Master IDIQ Contract clauses in Section G entitled *DOE-G-2005 Billing Instructions (Mar 2019) (Revised) (For Firm-Fixed-Price Task Orders) (TAILORED)*, and in Section I entitled *FAR 52.232-1, Payments*.

B.11 Limitation of Government's Obligation

Paragraphs filled in for this Task Order are as follows:

* * * *

(n) Planned Funding Schedule:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

(o) Actual Funding Schedule:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

B.12 Performance Management Incentive for Implementation

The Performance Management Incentive (PMI) fee allocated to this Task Order is [\$TBD] for Fiscal Year 2022.

Section C - Performance Work Statement

C.1 Task Order Purpose and Overview

This task is to be performed for the U.S. Department of Energy (DOE) Environmental Management Consolidated Business Center – Moab Site, located on the Uranium Mill Tailings Remedial Action Project Site in Moab, Utah, and in Crescent Junction, Utah. The purpose of this Task Order is to perform contract implementation scope identified below on a completion basis, estimated to be a 120-day term from the end of the period of performance (POP) of Task Order 1 - Transition.

The contract implementation period represents the estimated 120 day period immediately following the transition period. On day one (1) of the contract implementation period, the Contractor assumes full responsibility for performance of the Master IDIQ Performance Work Statement scope authorized in this Task Order. During this period, the Contractor will continue performance of work in the same manner as the prior Contractor. The purpose of the contract implementation period is to keep the existing work on-going while the Lifecycle Baseline (LCB) is developed and subsequent Task Orders are negotiated and definitized. The Contractor shall utilize the same, or similar, workforce skill mix, talent, and technical capabilities as the incumbent contractor.

C.2 Scope of Work

The total tonnage of Residual Radioactive Material (RRM) required to be remediated during the Task Order POP is 333,333 tons (or 1 million tons per year). The Contractor shall perform and continue the scope of Master IDIQ Contract Sections C.01 through C.4.4.13, with the exception of the following:

- C.2.2,
- C.3.1.d.(3) through (7),
- C.3.3,
- C.3.4,
- C.4.2.2.j (hillside monitoring),
- C.4.2.3.d (groundwater extraction and interim actions), and
- C.4.4.6.e (air monitoring).

In addition to the requirements at C.2.1.b, the Contractor shall provide a Primavera 6 (P6) integrated LCB schedule. The P6 schedule shall identify the sequence and time-phasing of the work to complete the Project including beginning and ending dates. The P6 schedule shall include all of the Master IDIQ PWS work scope elements. Within the schedule, the Contractor shall clearly identify key milestones, deliverables, logic ties, activity durations, float, critical path, and the critical activities to complete the scope.

C.3 Performance Requirements

(a) Definitions.

- (1) Performance Measure – A statement of the outcome or results expected in a specific work area.
- (2) Description/Completion Criteria – The critical characteristics or aspects of achieving the performance measure that will be monitored by the Government, and for which the Government will gather data.

(b) The following performance measures (Table C-1) apply to the performance objectives for this Task Order.

Table C-1. Fiscal Year 2022 Performance Measures

Task	Performance Measure Identifier	Performance Measure	Description/ Completion Criteria	Incentive or Dis-incentive
1	1.A. Deliverables	Acceptable Quality Level is 100% delivered on time	All Master IDIQ Contract J-3 deliverables and deliverables required within this Task Order are submitted within the required timeframe	To be negotiated
	1.B, Tonnage	Acceptable Quality Level is 83,333 tons of RRM shipped and placed per month	Performance of all Master IDIQ Contract scope required by this Task Order	To be negotiated
	1.C, ES&H	Acceptable Quality Level is 0 performance failures relating to the criteria set forth in Section I Clause DEAR 970.5215-3, <i>Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts – Alternate I</i> ; Section B Clause, <i>Conditional Payment of Fee - DOE Performance Criteria/Requirements (TAILORED)</i> ; and the Contractor's DOE-approved ISMS	Compliance with the terms and conditions of this contract relating to ES&H, which includes worker safety and health (WS&H), including performance under an approved ISMS. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ES&H compliance.	To be negotiated
	1.D, Resource Planning	Acceptable Quality Level is notice 100% delivered on time	14 calendar days' advance notice provided to DOE of any shift of RAC work from its normal daily operations schedule (in order for DOE to accommodate oversight of operations on abnormal workdays)	To be negotiated
IDIQ = Indefinite Delivery/Indefinite Quantity ES&H = Environment, Safety and Health			RRM = Residual Radioactive Material ISMS = Integrated Safety Management System	

Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference.

Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference, with the exceptions of those clauses identified therein as being applicable only to Cost Reimbursement Task Orders or to construction work.

Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, with the exceptions of those clauses identified therein as being applicable only to Cost Reimbursement Task Orders or to construction work, and of Clause F.8 which is filled in and provided below.

F.8 Period of Performance

- (a) The overall Task Order POP shall commence on the Task Order Effective Date and continue for a time period no greater than 120 days.
- (b) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order Effective Date. The Contractor is not authorized to proceed beyond the Task Order POP, nor will the Contractor be paid for any costs incurred beyond that period, unless the Task Order is modified by the Contracting Officer to extend the POP.

Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference, with the exceptions of those clauses identified therein as being applicable only to Cost Reimbursement Task Orders.

Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference, with the exceptions of those clauses (and clause paragraphs) identified therein as being applicable only to Cost Reimbursement Task Orders, and of the clause entitled, *Task Ordering Procedure*.

Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, with the exceptions of those clauses identified therein as being applicable only to Cost Reimbursement Task Orders or to construction work, and of the clause at FAR 52.234-4, *Earned Value Management System*.

Section J - List of Documents, Exhibits, and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this Task Order. Any requisite Master IDIQ Contract information specific to this Task Order is included in an RTP Attachment consistent with the numbering structure established by the Master IDIQ Contract..

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Draft of RTP Attachment 1

List of Deliverables (Master IDIQ Contract Attachment J-3)

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This Draft RTP's requisite contract deliverables are listed below, consistent with the Deliverable numbering structure established by the Attachment J-3 of Master IDIQ Contract. The Contractor shall submit the required deliverables under this Task Order in addition to any due under Attachment J-3.

Table J-4 – Deliverables

Deliverable Number	Deliverable	DOE Action	Deliverable Due	Contract Requirements
7.	Facilities & Grounds Operations Maintenance Plan	Approve	Within 90 days after Task Order (TO) effective date	Section C.4.1; FAR 52.245-1 <i>Government Property</i>
8.	Waste Management Plan	Approve	Within 90 days after TO effective date	Section C.4.2
9.	Transportation Plan	Approve	Within 90 days after TO effective date	Section C.4.3
10.	Lifecycle Baseline (LCB), including P6 schedule	Approve	Within 90 days after TO effective date	Section C.2.1; Section C.2 of this TO
13.	Weekly Project Status Report: Narrative report on project status and issues, including data on tons of RRM excavated, shipped and disposed.	Information	Close of Business each Friday	Section C.4.2
17.	Risk Management Plan	Approve	Within 90 days after TO effective date	Section C.3.5
38.	Site Sustainability Plan information	Information	No Later Than (NLT) end of TO POP	Section C.4.4.4 DOE O 436.1
55.	Labor Standards Determination Request and Proposed Work Packages	Review	Prior to work commencing with allowance for Contracting Officer determination response	Section H.10; DOE Order 350.3, <i>Labor Standards Compliance</i>
<u>TOTAL COUNT OF TO DELIVERABLES: 8</u>				
<div> <div>CFR = Code of Federal Regulations</div> <div>CONOPS = Conduct of Operations</div> <div>DOE = U.S. Department of Energy</div> <div>DEAR = Department of Energy Acquisition Regulations at 48 CFR 900-970</div> </div> <div> <div>FAR = Federal Acquisition Regulation</div> <div>FY = Fiscal Year</div> <div>OMB = Office of Management and Budget</div> <div>RPP = Radiation Protection Program</div> </div>				

Draft of RTP Attachment 2
Self-Performed Work Calculation

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INSTRUCTIONS

Implementing Federal Small Business Set-Aside Limitations on Subcontracting

The Contractor shall submit this form filled out with its Task Order proposal. The Contractor shall complete either A or B below, depending on the date of the Section I clause, FAR 52.219-14, *Limitations on Subcontracting*, listed (or incorporated) in the Task Order Request for Proposal (RTP). Pursuant to the clause, the Contractor shall comply with the 50-percent limitation on subcontracting for service contracts by the end of the base term of the Master IDIQ Contract. The calculation for estimating this compliance is determined by which clause applies at time of RTP.

A. PRE-FAR CASE NO. 2016-011 FINAL RULE SELF-PERFORMANCE WORKSHEET:

****Complete this Worksheet for this Task Order if FAR 52.219-14 (MAR 2020) is listed (or incorporated) in the Task Order Request for Proposal.****

a) Enter Contractor's total proposed price [base + option(s)] here:	\$ _____
b) Subtract profit or fees from line a. Enter the resulting difference here:	\$ _____
c) Now subtract cost of materials from line b. Enter the resulting difference here. This is the Contractor's total estimated cost of contract performance for personnel :	\$ _____
d) Finally, subtract from line c the cost of contract performance for personnel that will result from subcontracting . Enter the resulting difference here:	\$ _____
e) Contractor's estimated percentage of self-performed work ($d/c \times 100 = e\%$):	_____ %

Definitions (from archived 13 CFR 125.6):

Cost of the contract. All allowable direct and indirect costs allocable to the contract, excluding profit/fees.

Cost of contract performance incurred for personnel. Direct labor costs and any overhead which has only direct labor as its base, plus the concern's General and Administrative rate multiplied by the labor cost.

Cost of materials. Includes costs of the items purchased, handling and associated shipping costs for the purchased items (which includes raw materials), off-the-shelf items (and similar proportionately high-cost common supply items requiring additional manufacturing or incorporation to become end items), special tooling, special testing equipment, and construction equipment purchased for and required to perform on the contract. In the case of a supply contract, the acquisition of services or products from outside sources following normal commercial practices within the industry are also included.

Personnel. Individuals who are "employees" under §121.106 of this chapter except for purposes of the HUBZone program, where the definition of "employee" is found in §126.103 of this chapter.

Subcontracting. That portion of the contract performed by a firm, other than the concern awarded the contract, under a second contract, purchase order, or agreement for any parts, supplies, components, or subassemblies which are not available off-the-shelf, and which are manufactured in accordance with drawings, specifications, or designs furnished by the contractor, or by the government as a portion of the solicitation. Raw castings, forgings, and moldings are considered as materials, not as subcontracting costs. Where the prime contractor has been directed by the Government to use any specific source for parts, supplies, components subassemblies or services, the costs associated with those purchases will be considered as part of the cost of materials, not subcontracting costs.

B. POST-FAR CASE NO. 2016-011 FINAL RULE SELF-PERFORMANCE WORKSHEET:
****Complete this Worksheet for this Task Order if FAR 52.219-14 dated later than MAR 2020 is listed (or incorporated) in the Task Order Request for Proposal, or as otherwise directed by the Contracting Officer.****

The Contractor shall identify self-performance IAW CFR Title 13: Business Credit and Assistance,
[PART 125—GOVERNMENT CONTRACTING PROGRAMS](#)

§ 125.6 Prime contractor performance requirements (limitations on subcontracting).

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&SID=db849342290c21d29c3d910d349bc913&rgn=div8&view=text&node=13:1.0.1.1.20.0.295.6&idno=13>

a) Enter amount to be paid by the Government here:	\$ _____
b) Subtract from line a the amount to be paid by the Contractor to subcontractors . Do not subtract the amount proposed to be paid by the Contractor to a transportation or disposal entity [amount is excluded for NAICS 562910 per 13 CFR 125.6(a)(1)]. Do not subtract the amount proposed to be paid by the Contractor to a similarly situated entity as defined below. Enter the resulting difference here:	\$ _____
c) Contractor's estimated percentage of self-performed work ($b/a \times 100 = c\%$)	_____ %

The Contractor shall comply with the 50% limitation on subcontracting for service contracts by the end of the base term of the Master IDIQ Contract. The Government will track compliance with this limitation via Master IDIQ Contract Sections G.5 and G.6.

A joint venture agrees that, in the performance of the contract, at least 50 percent of the amount paid by the Government will be performed by the aggregate of the joint venture participants.

Definition (from FAR Case 2016-011 Proposed Rule):

“Similarly situated entity,” as used in this clause, means a first-tier subcontractor, including an independent contractor, that has the same small business program status as that which qualified the prime contractor for the award; and is considered small for the NAICS code the prime contractor assigned to the subcontract the subcontractor will perform. An example of a similarly situated entity is a first-tier subcontractor that is a HUBZone small business concern for a HUBZone set-aside or sole-source award under the HUBZone Program.